

May 27th, 2014



Caring For Our Community Aux soins de notre communauté

Bingham Memorial Hospital

507 Eighth Avenue, Box 70/C.P. 70 Matheson, Ontario POK 1N0 Tel/Tél: (705) 273-2424 Fax/ Téléc: (705) 273-2515

MONTAL GENERAL ANONE &

Personal Quality Care Des soins personnalisés de qualité

> Anson General Hospital Hópital général Anson

58 Anson Drive Iroquois Falls, Ontario POK 1E0 Tel/Tél: (705) 258-3911 Fax/ Téléc: (705) 258-3221

South Centennial Manor Manoir South Centennial 240 Fyfe Street/240, rue Fyfe Iroquois Falls, Ontario POK 1E0 Tel/Tél: (705) 258-3836 Fax/ Téléc: (705) 258-3694 Paul Chatelain P.O. Box 1073 Red Lake, ON P0V 2M0

Dear Paul,

Enclosed please find the signed Employment Agreement for the position of Chief Executive Officer for the MICs Group of Health Services.

This letter will also confirm that we are in agreement that your effective date of employment, as per Article 1.2 of the Employment Agreement, will be revised to August 5, 2014.

If you have any questions, please contact me.

Best Regards,

Hal Fjeldsted

Interim Chief Executive Officer

HF/sg

Encl.



Lady Minto Hospital Höpltal Lady Minto 241 Eighth Street, Box 4000/C.P. 4000 Cochrane, Ontario POL 1C0 Tel/Tél: (705) 272-7200 Fax/ Téléc: (705) 272-5486

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made as of the 14 day of May, 2014 BETWEEN:

MICS GROUP OF HEALTH SERVICES, a partnership formed under the laws of the Province of Ontario and comprised of Anson General Hospital, Bingham Memorial Hospital and Lady Minto Hospital

("MICs")

- and -

PAUL CHATELAIN

(the "CEO")

WHEREAS the Anson General Hospital ("Anson") Bingham Memorial Hospital ("Bingham") and Lady Minto Hospital ("Lady Minto") (collectively the "Corporations") are independently owned and governed health care organizations owning facilities, including the South Centennial Manor ("SCM"), Villa Minto ("Villa") and Rosedale Center ("Rosedale") long term care facilities (the "LTC Facilities"), and equipment which collectively deliver hospital, long-term care, community and related health services to individuals in the District of Cochrane, Ontario;

AND WHEREAS MICs believes the hospital, long-term care and related health services are best delivered by a collaborative system which emphasizes the elimination of unnecessary duplicate services, programs or departments and encourages the specialization of hospital organizations and stresses collaborative recognition of the desire to maximize the utilization of the limited resources available for health care in the District of Cochrane;

AND WHEREAS the Corporations have entered into a partnership agreement, dated the 10th day of July 1996, in order to collaboratively deliver and improve their provision of hospital, long-term care, community and related health services;

AND WHEREAS MICs wishes to receive and the CEO wishes to provide chief executive officer services (as hereinafter defined) upon the terms and conditions set out in this Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual premises, agreements and covenants contained in this Agreement, the parties agree as follows:

ARTICLE 1 EMPLOYMENT

1.1 Agreement to Employ

Subject to the terms and conditions of this Agreement, the Corporations agree to employ the CEO in the position of Chief Executive Officer, and the CEO agrees to work for the Corporations in such capacity; to perform the duties in compliance with applicable laws, the Corporations' By-Laws, policies, procedures, rules and regulations, all as may be amended from time to time, and this Agreement; and, to exercise the powers as may be assigned to him from time to time by the Boards of Directors of the Corporations.

1.2 Term of Employment

The CEO shall be employed by the Corporations effective from July 15, 2014 or such other date as the parties may mutually agree upon (hereinafter referred to as the "Commencement Date") and continue in such employment until the earliest of: (a) the CEO's death, or (b) termination in accordance with Article 5 of this Agreement.

ARTICLE 2 CEO'S COVENANTS

2.1 Exclusive Service

During the term of this Agreement, the CEO agrees to faithfully perform the assigned duties and apply his best efforts to promote the interests of the Corporations and the healthcare industry. The CEO shall devote the whole of his working time and attention to the business affairs of the Corporations and shall not, unless the CEO has the consent of the Chairs of the Boards of the Corporations, which consent will not be unreasonably withheld, engage either directly or indirectly in any other business or occupation of a permanent, temporary or part-time nature.

2.2 Non-Disclosure and Confidentiality

The CEO acknowledges that, in the course of performing and fulfilling the duties and obligations as the Chief Executive Officer, he will have access to and will be entrusted with information concerning the Corporations activities and operations which is not generally known in the healthcare industry or other industries or businesses in which the Corporations participate ("Confidential Information"). The CEO acknowledges that the unauthorized disclosure of any Confidential Information would be detrimental to the Corporations. The CEO further acknowledges and agrees that the right to maintain confidential such Confidential Information is a proprietary right that the Corporations are entitled to protect.

The CEO therefore agrees not to disclose either during the term of employment or at any time after leaving the employ of the Corporations any such Confidential Information to any person or use any such Confidential Information except as required in the normal course of employment by the Corporations or as required by law. The CEO shall not be prohibited by this non-disclosure

provision from using personal skills and knowledge developed prior to and during his employment with the Corporations.

2.3 Policies and Regulations

The CEO agrees to be bound by and agrees to faithfully observe and abide by all the policies and regulations of the Corporations that are in force from time to time and which are brought to his attention or of which the CEO should reasonably be aware.

2.4 The Corporations' Property

The CEO acknowledges that all items of any kind created or used by the CEO on behalf of the Corporations during the course of employment with the Corporations or provided by the Corporations to the CEO, including but not limited to, all equipment, credit cards, books, records, reports, files, diskettes, manuals, literature, confidential information or other materials, shall remain and be considered the exclusive property of the Corporations at all times and which the CEO agrees to deliver to the Corporations at any time, upon reasonable request.

The CEO will be permitted to reproduce and utilize a copy or reproduce presentations, reports, files, manuals or literature that he created and used for the purpose of conference presentations, publications and related academic activity during the tenure of his employment during and following his employment with the Corporations.

The CEO will be responsible for taking reasonable precautions to safeguard any of the Corporations' information and property (i.e. laptop computer, cell phone, blackberry) that may be in the CEO's home environment.

2.5 Long-Term Care Administrator

The CEO acknowledges and agrees that within one (1) year of the Commencement Date, he is required to successfully complete the Administrators Leadership Program administered by the Ontario Association of Non-Profit Homes and Services for Seniors, or possess equivalent qualifications acceptable to the Corporations, to meet the requirement to fulfill the role of Administrator as defined section 2(1) of the *Long-Term Care Homes Act* (Ontario) and as otherwise set out in section 212(4) of the *General Regulation* under that Act.

ARTICLE 3 COMPENSATION AND EXPENSES

3.1 Base Salary

The Corporations agree to pay the CEO a base salary of one hundred ninety-nine thousand five hundred dollars (\$199,500) per annum, from which the Boards, on an annual basis and at their sole discretion, shall deduct an "at risk" amount of five percent (5%) or nine thousand nine hundred and seventy-five dollars (\$9,975) and convert such "at risk" amount to a performance payment which the CEO may earn based on the provisions set out in section 3.3 below.

3.2 Annual Salary Increases

Annual salary increases beyond the CEO's salary referred to in Article 3.1, will be based upon the CEO's performance, the Corporations' financial resources and the dictates of any applicable legislation, and will be consistent with generally accepted compensation practices. Any proposed increase in the CEO's base salary will consider the assessment of the CEO's performance by the Boards consistent with the current Board Policy.

3.3 Performance Payment

- (a) As determined by the Boards in accordance with section 3.1 above, the CEO may be eligible to earn a performance payment of up to five percent (5%) of his annual base salary as a performance incentive. This performance incentive compensation will be included in the CEO's Healthcare of Ontario Pension Plan ("HOOP") pensionable earnings if permitted under the terms of the Plan.
- (b) The determination of whether a performance payment is paid shall be made by the Boards and in recognition of the CEO's achievement of the strategic goals, objectives and operational targets set annually by the Boards. These strategic goals, objectives and operational targets shall be linked to the following factors:
 - (i) Successful implementation of measures to reduce costs while protecting front-line service;
 - (ii) Achievement of articulated government priorities;
 - (iii) Successful attainment of performance improvement targets within the Corporations Quality Improvement Plan; and
 - (iv) Attainment of other goals and objectives and targets established by the Boards.

The performance payment, if any, will be determined by the Boards and paid by the Corporations for each fiscal year on or before June 30th of the following year, after the data for the expired fiscal year necessary to review the strategic goals, objectives and operational targets is available. The parties acknowledge that the payment of the performance incentive payments may be subject to legislative guidelines.

(c) The Boards' decision to deduct or pay a performance incentive payment pursuant to sections 3.2 or 3.3 above, as may be applicable, does not result in an adjustment to the future base salary payable to the CEO.

3.4 Relocation/Moving Allowance

Within thirty (30) days of the full and unconditional execution and delivery of this Agreement, the Corporations shall issue to the CEO a moving allowance as a lump-sum payment of seven thousand five hundred dollars (\$7,500) to relocate to a primary residence in the Catchment Area

to commence employment with the Corporations. This payment is deemed a taxable allowance and the CEO will be responsible for submitting, as part of his personal income tax return to the Canada Revenue Agency, his eligible moving expenses as a deduction as permitted under the *Income Tax Act*. Notwithstanding the foregoing, the moving allowance shall be repayable by the CEO if he does not relocate to a primary residence in the Catchment Area within twelve (12) months of the Commence Date. If applicable, this repayment shall be set off by the Corporations against the CEO's salary and the CEO shall adjust or otherwise amend any consequentially affected personal income tax return accordingly.

3.5 Business Expenses and Reimbursement

- (a) The Corporations shall reimburse the CEO for all reasonable travel and other outof-pocket expenses actually and properly incurred by him on behalf of the Corporations in accordance with applicable Corporations policies and procedures.
- (b) The CEO shall be reimbursed for, or the Corporations shall pay, up to two (2) annual professional membership fees in order to maintain active membership in Professional Associations which are relevant to the position held.

3.6 Mileage Reimbursement

The CEO shall be eligible for reimbursement for mileage expenses in accordance with the Corporations' applicable Policy.

3.7 Benefits and Vacation

The CEO shall participate in any and all plans providing benefits of the Corporations including but not limited to: group life insurance, pension, extended health care and dental benefits, short term and long term disability benefits; and any and all other similar or comparable benefits available to senior management employees of the Corporations. All plans and benefits shall commence for the CEO on the Commencement Date. The CEO shall be eligible for participation in the Healthcare of Ontario Pension Plan (HOOPP) on the same basis as available to senior management employees of the Corporations.

The CEO shall be entitled to six (6) weeks' vacation consistent with the Corporations policy in each service year during the term of this Agreement. On the effective date of this Agreement six (6) weeks' vacation shall be made available in the CEO's vacation bank. The CEO shall take vacation at a time or times mutually agreeable to the CEO and the Board Chairs. Unused vacation may not be carried over into a subsequent year without the Board Chairs prior written approval.

ARTICLE 4 PERFORMANCE EVALUATION

4.1 Performance Evaluation Process

The process of the CEO's performance evaluation will be established by the Boards. The system may include a 360-degree process in which individuals knowledgeable of the CEO's

performance may participate in the evaluation and the evaluation may include a behavioural component to ensure that behaviour consistent with the values of the Corporations is practiced. Annual strategic goals, objectives and operational targets will be set with the CEO. Performance evaluation will be conducted annually.

4.2 Performance Development

The CEO will have access to up to eight thousand dollars (\$8,000) annually to be used for professional development including the costs of registration, travel and accommodation for such activities. Participation in such activities will be discussed with the Board Chairs prior to registration.

ARTICLE 5 ARTICLE TERMINATION OF EMPLOYMENT

5.1 Resignation by CEO

The CEO may resign from his position at any time provided the CEO gives the Corporations three (3) months' notice, in writing. Upon receipt of notice of resignation the Corporations may, in their sole discretion, waive or abridge the notice period. Should the Corporations waive or abridge the notice period, then the CEO will be paid as if he had worked during the waived or abridged period. Should the CEO require reasonable further assistance beyond the three (3) months' notice, the CEO and the Corporations may mutually agree on how this is best achieved.

5.2 Termination of Employment by the Corporations for Cause

The Corporations may terminate this Agreement at any time for Cause by written communication, without payment of any compensation, either by way of anticipated compensation or damages of any kind except for any compensation or other amount accrued or earned to date of termination. "Cause", for the purpose of this Agreement, shall be as established by the laws of the Province of Ontario.

5.3 Termination without Cause by the Corporations

- (a) Subject to the terms of this Agreement, the Corporations may terminate the employment of the CEO pursuant to this Agreement without Cause at any time during the term of this Agreement by providing:
 - (i) six (6) months' notice if termination occurs within the first year of the term of this Agreement; and thereafter,
 - (ii) twelve (12) months (in either case, the "Notice Period").
- (b) (i) In the event that the twelve (12) month entitlement is triggered, if the CEO obtains other employment at any time before the expiry of the twelve (12) month period, the Corporations will immediately stop payments under clause 5.3(a)(ii) above and pay the CEO instead a lump sum amount equal to fifty percent (50%) of the remaining payments that the CEO would have

been paid under clause 5.3(a)(ii) if the CEO had not obtained other employment.

- (ii) For the purpose of this Agreement, the CEO will be considered to have obtained "other employment" if the CEO is employed or earning or in receipt of income for personal services of any nature whatsoever (except passive investment income) and whether such income is earned or received directly or indirectly. However, "other employment" does not include work that pays the CEO total compensation at a rate that is less than sixty percent (60%) of the most recent base salary that the CEO was paid by the Corporations, nor does it include a short-term work assignment that is not anticipated to last longer than three (3) weeks (although a series of short-term assignments would constitute other employment unless the total amount of fees paid for such work is less than sixty percent (60%) of the most recent base salary that the CEO were paid by the Corporations).
- (c) The payments under this Section 5.3 include all entitlement to either notice or pay in lieu of notice and severance pay under the *Employment Standards Act*, 2000 (Ontario) and, for clarity, the Corporations reserve the right to pay the CEO in lieu of the Notice Period. The payments that exceed the payments required under the *Employment Standards Act*, 2000 (Ontario) are conditional upon the CEO signing a full and final release. In the event the minimum statutory requirements as at the date of termination provide for right or benefit that is greater than that provided for in this Agreement, such statutory requirements will replace the payments contemplated under this Agreement.
- (d) It is understood that, if termination occurs pursuant to Section 5.3, all disability benefits and vacation accruals shall terminate on the last day of employment, or at the end of the period required by the *Employment Standards Act*, 2000 (Ontario), whichever is later, and any other benefits, including life insurance, health, dental and pension, will continue until the expiry of the Notice Period, or at the end of the period required by the *Employment Standards Act*, 2000 (Ontario), whichever is later.
- (e) Upon termination of this Agreement for any reason, the CEO acknowledges that all items of any kind created or used by him pursuant to his employment or furnished by the Corporations, to him including, but not limited to, all equipment, books, records, credit cards, reports, files, diskettes, manuals, literature, confidential information, or other materials shall remain and be considered the exclusive property of the Corporations, as applicable, at all times, and shall be surrendered to the Boards, in good condition, promptly without being requested to do so.
- (f) The CEO hereby acknowledges and agrees that he will not be deemed dismissed, constructively or otherwise, in the event of a government-mandated restructuring of the health care system that results in MICs' operations being assumed by a regional health authority, a local health integration network or other organization,

provided the restructuring does not materially affect the CEO's responsibilities to administer the operations of the Corporations' facilities as the most senior employee on site (i.e., perhaps as a site administrator) and there is no decrease in the CEO's salary or benefits.

(g) The CEO acknowledges that the notice and payment described above are in complete satisfaction of any and all rights to notice, pay in lieu of notice, severance pay and any other claim that the CEO would have otherwise at common law or under any statute. Upon receipt of such notice or payment in lieu of notice, the CEO acknowledges that he will not have any claim against the Corporations, their employees, agents and officers, in any way related to his hiring, employment with or the termination of his employment by the Corporations.

5.4 Death

This Agreement shall end without notice upon the death of the CEO. In the event of death, any outstanding salary performance payments and eligible expenses and allowances will be paid out to the Estate of the CEO.

ARTICLE 6 DISABILITY, INSURANCE AND INDEMNIFICATION

6.1 Disability

- (a) If the CEO becomes eligible for long term disability benefits under the Corporations' general disability policy, this Agreement shall be deemed frustrated at the discretion of the Corporations, and in such event the Corporations shall, notwithstanding any other provisions contained in this Agreement, have no obligation to make payments to the CEO for notice or severance, other than amounts owing for notice or severance under the *Employment Standards Act* (Ontario).
- (b) Payment of long term disability benefits will be determined only by the insurer's definition of disability.
- (c) The CEO agrees to accept his entitlement for notice and severance pursuant to paragraph 6.1(a) above as full and final settlement of all amounts owing to his by the Corporations for notice and severance.

6.2 Liability Insurance

The Corporations shall insure the CEO under their general liability policy both during and after the term of his employment, for all acts done by the CEO in good faith and in the execution of his office as Chief Executive Officer, throughout the term of his employment, including where the CEO is specifically named in a lawsuit launched by a patient, employee, member of the medical staff, or any other party.

6.3 Indemnification

The Corporations will provide the CEO with the same indemnification protection that it provides to their volunteer Directors to the fullest extent permitted by law.

ARTICLE 7 GENERAL PROVISIONS

7.1 Confidentiality

The parties agree that, if at any time in the future a dispute arises in relation to the termination of the CEO's employment, any settlement of the dispute and all negotiations leading up to the settlement will remain confidential. The parties agree not to disclose the terms and conditions of any such settlement to any other party except their legal and financial advisors, or as required by law, and in the case of the CEO, disclosure to the CEO's partner is also permitted.

7.2 Binding Agreement

This Agreement constitutes the entire agreement between the parties and all promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express or implied, between the parties other than as expressly set forth in this Agreement. This Agreement revokes and supersedes any prior agreement between the CEO and the Corporations or a legacy institution respecting the employment of the CEO.

7.3 Sections and Headings

The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

7.4 Amendments and Waivers

This Agreement may be amended by mutual agreement in writing of the Corporations and the CEO, and no amendment to this Agreement shall be valid or binding unless in writing and executed by both parties to this Agreement. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

7.5 Severability

Should any provision of this Agreement become invalid, illegal or unenforceable, it shall be considered separate from the Agreement and the remaining provisions shall remain in force and binding upon the parties as though such provisions had not been included.

7.6 Governing Law

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Ontario.

7.7 Enurement

The CEO may not assign, pledge or encumber the CEO's interest in this Agreement nor assign any of the rights or duties of the CEO under this Agreement without the prior written consent of the Corporations. This Agreement shall be binding on and enure to the benefit of the successors and assigns of the Corporations and the heirs, executors, personal legal representatives and permitted assigns of the CEO.

7.8 Dispute Resolution

- (a) The Parties shall endeavour to resolve any differences of opinion that may arise between them with respect to the provisions of this Agreement by negotiation between themselves personally or with the assistance of their solicitors. Unless, in the opinion of either party, acting reasonably, the matter in dispute is of such a significant nature as to warrant it being addressed otherwise, neither party shall commence any public proceedings until such negotiations have failed to produce a resolution. In furtherance of the provisions of this Section, both Parties agree to make themselves available on short notice and to negotiate promptly, and in good faith, any matter either party may wish to negotiate.
- (b) The Parties agree that no report of anything said or of any admission or communication made in the course of such negotiations shall be used as evidence or shall otherwise be admissible in any legal proceeding, except with the consent, in writing, of all Parties.
- (c) If, in the opinion of either party, acting reasonably, it is unlikely to expect the matter in dispute as between the Parties to be resolved by continued negotiations, or if the matter is of such a significant nature as to warrant it being addressed otherwise, the matter in dispute shall be submitted to and shall be subjected to arbitration pursuant to the provisions of the *Arbitration Act*, 1991 (Ontario).
- (d) The party desiring arbitration shall nominate one arbitrator and shall notify the other party of such nomination in writing. Such other party shall, within ten (10) days after receiving such notice, nominate an arbitrator, and the two arbitrators shall select a chair of the arbitral tribunal to act jointly with them. If the arbitrators shall be unable to agree in the selection of such chairman, the chair shall be designated by a judge of the Ontario Superior Court of Justice of the District of Cochrane upon an application by either party.
- (e) The arbitration shall take place in a location determined by the Corporations. The decision of the arbitrators and chair or any two of them, in writing, shall be binding upon the Parties both in respect of procedure and the conduct of the

Parties during the proceedings and the final and binding determination of the issues, without recourse to appeal. The arbitrators and the chair shall, after hearing any evidence and representations that the Parties may submit, make their decision and reduce the same to writing and deliver one copy to each of the Parties.

- (f) If either party receiving the notice of the nomination of any arbitrator by the party desiring arbitration fails within the said ten (10) days to nominate an arbitrator, the arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he shall think fit and his decision shall, subject to the provisions hereof, be binding upon the Parties.
- (g) Notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the Parties so agree, in which event the provisions of this Section shall apply with necessary changes.
- (h) The arbitrator(s) shall determine the allocation of solicitor costs and the cost of the arbitration between the Parties.

7.9 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery or by registered mail addressed to the recipient as follows:

To the CEO:

PO Box 1073

Red Lake, Ontario, POV 2M0

To Anson at:

58 Anson Drive

Iroquois Falls, Ontario, POK 1E0

To Lady Minto:

241 8th Street

P.O. Box 4000

Cochrane, Ontario, POL 1C0

To Bingham:

8th Ave

P.O. Box 70

Matheson, On, P0K 1N0

or to such other addresses or individuals as may be designated by notice by either party to the other. Any communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery and, if made or given by registered mail, on the fifth day, other than a Saturday, Sunday or statutory holiday in Ontario following deposit in the mail. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery.

7.10 Counterpart

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Delivery by facsimile or email of any executed counterpart of this Agreement shall be equally as effective as delivery of a manually executed counterpart thereof.

[Signature Page Follows]

IN WITNESS WHEREOF the parties execute this Agreement as of the day, month and year first written above.

SIGNED SEALED AND DELIVERED in the presence of: Witness:	PAUL CHATELAIN CEO
	MICS GROUP OF HEALTH SERVICES by each of its partners:
	Anson General Hospital
	By: Name: Hal Fjeldsted Title: Supervisor
	Bingham Memorial Hospital
	By: Name: Mery Anthony Title: Board Chair By: Name: Hal Ejeldsted Title: Acting CEO
	The Lady Minto Hospital
	By: Name: Maureen Konopelky Title: Board Chair By: Name: Hal Fjeldsted Title: Acting CEO